

# EXHIBIT 54

**From:** Rick Houghton <rhoughton@mbssmartlaw.com>  
**Sent:** Tuesday, March 18, 2025 11:30 AM EDT  
**To:** sameer@sameeranand.com <sameer@sameeranand.com>  
**CC:** Christian McGuire <cmcguire@mbssmartlaw.com>  
**Subject:** Declaration for review  
**Attachment(s):** "2025.03.18 Anand Declaration v2.docx"

Hi Sammy,

Thanks again for your time. Attached is a draft declaration for your review and signature. Please call my cell if you have any questions or comments.

Please sign either by hand (printing out and signing) or by affixing your digital signature on the document (by—among other ways—printing to PDF and then pasting your signature onto the signature line).

Thanks,  
Rick

[Rick Houghton](#) |Partner  
[Murphy Ball Stratton LLP](#)  
c: [412.721.7482](#)

Attorney-client privileged and confidential

Hon. Tiffany M. Cartwright

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

JOANN LEDOUX,

Plaintiff,

v.

OUTLIERS, INC., DANIEL FREED, MATT RUBIN, BRAND  
NUTRACEUTICALS, INC., BRAND PACKAGING GROUP,  
INC., and JOHN AND JANE DOES 1-5,

Defendants.

CASE NO. 3:24-cv-  
5808-TMC

**DECLARATION OF  
SAMEER ANAND**

1. My name is Sameer Anand. I am over eighteen years of age and am competent to testify to the matters set forth in this declaration.

2. I am the founder and chief executive officer of Moment, a company that extends the digital capabilities of e-commerce brands. I am also a software engineering consultant. I attended Stony Brook University from 2014 to 2016, where I studied computer science.

3. From July 2021 to January 2022, I was employed at Outliers, Inc. ("Thesis") as Senior Software Engineer. From January 2022 until MONTH 2025, I worked as a software engineer for Thesis on a consulting/freelance basis.

4. The facts set forth herein are within my personal knowledge, and I learned of them in the course and scope of my responsibilities as Thesis's Senior Software Engineer.

SAMEER DECLARATION - 1  
No. 3:24-cv-508-TMC

MURPHY BALL STRATTON LLP  
1001 Fannin Street, Suite 720  
Houston, Texas 77002  
(571) 525-4818

1           5.       In that role, I was responsible for and managed all aspects of Thesis's website  
2 operations and components. I was also integral to Thesis's rebranding from "Formula" to Thesis  
3 and its new website, which launched in September 2021.

4           6.       Consistent with my duties and responsibilities as Thesis's Senior Software  
5 Engineer and as a freelance software engineer for Thesis, from July 2021 to MONTH 2025, I  
6 was familiar with and had personal knowledge of all aspects of Thesis's website, including how  
7 customers bought Thesis products online from <https://www.findmyformula.com> ("Formula  
8 Website"), as well as the terms and conditions published and linked to the Formula Website.

9           7.       In July 2021, the month that my employment with Thesis as Senior Software  
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11 from Carthook Inc. The checkout page contained a large "purchase" button. Just above the  
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18           8.       In addition, I reviewed materials from <https://web.archive.org/> showing a capture  
19 of the Terms as set forth on the Formula Website on or about June 22, 2021. Attached to this  
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22 the Terms states:

23           **DISPUTE RESOLUTION AND CHOICE OF LAW**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration hearing shall take place in the Southern District of New York, before a

1 single arbitrator. Judgment on the award rendered by the arbitrator may be entered  
2 in any court having jurisdiction thereof.

3 Further, you agree that any issue or dispute arising out of or in connection with your  
4 use of our site, intellectual property, the Terms, or any matter concerning Company  
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7 9. As Thesis's Senior Software Engineer, I reviewed, am familiar with, and have  
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9 accurately sets forth the Terms that were hyperlinked to the Formula Website, including to the  
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13 page. In my role as Thesis's Senior Software Engineer, I implemented the check box's removal.

14 11. Before July of 2021, a customer could not have purchased a subscription of  
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17 implemented on Thesis's website.

18 12. I declare under penalty of perjury, under the laws of the United States of America,  
19 that the foregoing is true and correct.

20 Executed this 18th day of March, 2025, in New York, New York.

21  
22 \_\_\_\_\_  
23 Sameer Anand

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**Sent:** Tuesday, March 18, 2025 12:40 PM EDT  
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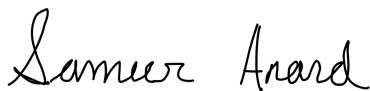
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23 Sameer Anand

**From:** Rick Houghton <[rhoughton@mbssmartlaw.com](mailto:rhoughton@mbssmartlaw.com)>

**Sent:** Tuesday, March 18, 2025 12:43 PM EDT

**To:** Sameer Anand <[sameer@sameeranand.com](mailto:sameer@sameeranand.com)>; Christian McGuire <[cmcguire@mbssmartlaw.com](mailto:cmcguire@mbssmartlaw.com)>

**Subject:** Re: Declaration for review

Thank you, Sammy. I'll let you know if we need anything else, but I think this probably covers it. Very much appreciated.

Get [Outlook for iOS](#)

---

**From:** Sameer Anand <[sameer@sameeranand.com](mailto:sameer@sameeranand.com)>

**Sent:** Tuesday, March 18, 2025 11:40:58 AM

**To:** Christian McGuire <[cmcguire@mbssmartlaw.com](mailto:cmcguire@mbssmartlaw.com)>

**Cc:** Rick Houghton <[rhoughton@mbssmartlaw.com](mailto:rhoughton@mbssmartlaw.com)>

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9 published and linked to the Formula Website.

10          7.       In July 2021, the month that my employment with Thesis as Senior Software  
11 Engineer began, the Formula Website’s checkout page used web-based checkout technology  
12 from Carthook Inc. The checkout page contained a large “purchase” button. Just above the  
13 purchase button was a check box followed by text stating in substance: “I have read and agree to  
14 the Terms and conditions and Medical Disclaimer.” Thesis’s “Terms and Conditions” (“Terms”)  
15 were hyperlinked to that text. As a result, a customer had the ability to view all the Terms before  
16 making a purchase. In order to buy a subscription of Thesis supplements on the Formula  
17 Website, a customer had to first check the box agreeing to the terms; otherwise, clicking the  
18 purchase button would not result in a transaction.

19          8.       In addition, I reviewed materials from <https://web.archive.org/> showing a capture  
20 of the Terms as set forth on the Formula Website on or about June 22, 2021. Attached to this  
21 declaration as Exhibit A is the capture that I reviewed. It is available at  
22 <https://web.archive.org/web/20210622045132/https://www.findmyformula.com/terms>. One of  
the Terms states:

#### **DISPUTE RESOLUTION AND CHOICE OF LAW**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration hearing shall take place in the Southern District of New York, before a

1 single arbitrator. Judgment on the award rendered by the arbitrator may be entered  
2 in any court having jurisdiction thereof.

3 Further, you agree that any issue or dispute arising out of or in connection with your  
4 use of our site, intellectual property, the Terms, or any matter concerning Company  
5 shall be governed by the laws of the United States and the State of New York with  
6 venue in the Southern District of New York.

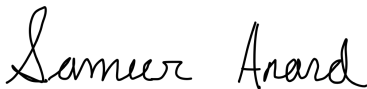
7 9. As Thesis's Senior Software Engineer, I reviewed, am familiar with, and have  
8 personal knowledge of the Terms present on the Formula Website in July 2021. Exhibit A  
9 accurately sets forth the Terms that were hyperlinked to the Formula Website, including to the  
10 text following the check box on the checkout page, in July 2021.

11 10. When Thesis rebranded in or around fall 2021, Thesis made changes to its  
12 website. One of the changes was removing the check box on the Formula Website checkout  
13 page. In my role as Thesis's Senior Software Engineer, I implemented the check box's removal.

14 11. From the time that my employment began in July 2021 until the check box was  
15 removed in the fall of 2021, a customer could not have purchased a subscription from the  
16 Formula Website without having first checked the box agreeing to Thesis's Terms. However,  
17 later that year, a customer would have been able to do so based on the modifications that I  
18 implemented on Thesis's website.

19 12. I declare under penalty of perjury, under the laws of the United States of America,  
20 that the foregoing is true and correct.

21 Executed this 18th day of March, 2025, in New York, New York.

22 

23 Sameer Anand

**From:** Rick Houghton <[rhoughton@mbssmartlaw.com](mailto:rhoughton@mbssmartlaw.com)>  
**Sent:** Tuesday, March 18, 2025 5:54 PM EDT  
**To:** Sameer Anand <[sameer@sameeranand.com](mailto:sameer@sameeranand.com)>  
**CC:** Christian McGuire <[cmcguire@mbssmartlaw.com](mailto:cmcguire@mbssmartlaw.com)>  
**Subject:** RE: Declaration for review

Thank you very much, Sammy.

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**From:** Sameer Anand <[sameer@sameeranand.com](mailto:sameer@sameeranand.com)>  
**Sent:** Tuesday, March 18, 2025 4:52 PM  
**To:** Rick Houghton <[rhoughton@mbssmartlaw.com](mailto:rhoughton@mbssmartlaw.com)>  
**Cc:** Christian McGuire <[cmcguire@mbssmartlaw.com](mailto:cmcguire@mbssmartlaw.com)>  
**Subject:** RE: Declaration for review

Attached.

On Tue, Mar 18, 2025 at 5:40 PM, Rick Houghton <[rhoughton@mbssmartlaw.com](mailto:rhoughton@mbssmartlaw.com)> wrote:

Hi Sammy,

Apologies again, and thank you for your time. Attached is the same declaration you previously signed with the corrected Exhibit A.

Please review, sign, and return to us.

Best,  
Rick

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**From:** Sameer Anand <[sameer@sameeranand.com](mailto:sameer@sameeranand.com)>  
**Sent:** Tuesday, March 18, 2025 11:41 AM  
**To:** Christian McGuire <[cmcguire@mbssmartlaw.com](mailto:cmcguire@mbssmartlaw.com)>  
**Cc:** Rick Houghton <[rhoughton@mbssmartlaw.com](mailto:rhoughton@mbssmartlaw.com)>  
**Subject:** Re: Declaration for review

Attached.

On Tue, Mar 18, 2025 at 12:17 PM, Christian McGuire <[cmcguire@mbssmartlaw.com](mailto:cmcguire@mbssmartlaw.com)> wrote:

Hi Sammy,

We've updated your declaration to reflect our phone call earlier. Please review to make sure this draft is accurate and sign if so. I am also attaching a copy of the Formula terms and conditions.

Yours,



**Christian McGuire** | Associate  
Murphy Ball Stratton LLP  
1001 Fannin, Suite 720  
Houston, Texas 77002  
(571) 525-4818  
[MBS Website](#)  
[Christian's Bio](#)

Attorney-client privileged and confidential

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**From:** Rick Houghton <[rhoughton@mbssmartlaw.com](mailto:rhoughton@mbssmartlaw.com)>  
**Sent:** Tuesday, March 18, 2025 10:30 AM  
**To:** [sameer@sameeranand.com](mailto:sameer@sameeranand.com) <[sameer@sameeranand.com](mailto:sameer@sameeranand.com)>  
**Cc:** Christian McGuire <[cmcguire@mbssmartlaw.com](mailto:cmcguire@mbssmartlaw.com)>  
**Subject:** Declaration for review

Hi Sammy,

Thanks again for your time. Attached is a draft declaration for your review and signature. Please call my cell if you have any questions or comments.

Please sign either by hand (printing out and signing) or by affixing your digital signature on the document (by—among other ways—printing to PDF and then pasting your signature onto the signature line).

Thanks,

Rick

[Rick Houghton](#) |Partner  
[Murphy Ball Stratton LLP](#)  
c: [412.721.7482](#)

Attorney-client privileged and confidential